

## **INTERLOCAL COOPERATION CONTRACT**

**THE STATE OF TEXAS  
COUNTY OF TRAVIS**

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

### **I. Contracting Parties:**

The Receiving Party: City of Austin, a local government of the State of Texas  
Contact: Nadia M. Barrera, Public Works Dept., City of Austin, 512-974-7142

The Performing Party: The Center for Transportation Research  
The University of Texas at Austin  
Contact: John Brigrance, Contracts Manager, 512-232-3123

### **II. Statement of Services to be Performed**

Performing Party will perform the following service(s):

The Center for Transportation Research scope of work is:

Research of best practices on the implementation of policies and codes that support sustainable, healthy lifestyles, and active transportation, and recommendations for how Austin may incorporate these best practices into the TCM and Subdivision Regulations of the Austin Land Development Code as necessary.

#### **LOCATIONS**

The scope of work covers all portions of the City of Austin within the current city limits, as well as areas contained within the extra-territorial jurisdiction (ETJ) of the City of Austin, as appropriate.

#### **SCHEDULE**

- August-September 2012: PHASE 1 –Recommendations for amendments

#### **ANTICIPATED DELIVERABLES:**

CTR will present their recommendations and justifications to the TAG to assure that recommendations are consistent with state law and any other regulations outside of local control.

Possible revisions to draft - ultimately resulting in the final draft.

The information compiled in each of the tasks above will be combined into a high quality printed and digital report, suitable for review and approval by the City Staff, policymakers, and the citizens of Austin. The CTR team may be asked to assist with the Code Amendment Process, which includes, but is not limited to:

- Presentation to the appropriate Boards and Commissions for review, comment and recommendations.
- Revisions based on comments received.

Draft report to be presented to City staff, policymakers, and citizens for approval as necessary.

### III. Basis for Calculating Reimbursable Costs

Services of Personnel ( <i>salaries, wages, fringe benefits, travel &amp; consultant fees</i> ):	\$19,184
Services of Supplies & Material ( <i>supplies, materials, telephone and duplication</i> ):	\$ 200
TOTAL DIRECT COSTS:	\$19,384
Indirect costs (15%)	\$ 2,908
TOTAL AMOUNT DUE	\$22,292

### IV. Contract Amount

The total amount of this Contract shall not exceed \$22,292.

### V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

### VI. Warranties

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**VII. Term of the Agreement**

This Agreement is effective as of the later of 7/1/12 or date fully executed by both parties ("Effective Date") and shall terminate on 9/29/12.

**VIII. Termination**

Performing Party may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to the Receiving Party.

**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

Receiving Party  
City of Austin

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Performing Party  
The University of Texas at Austin

By: DAWKINS

Name: David Hawkins

Title: Associate Director - OSP

Date: 6.13.2012